

FILED 19 DEC 26 1541 USMC-ORM

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
MEDFORD DIVISION

PACCAR FINANCIAL CORP., a Washington Corporation

Case No.: 1:19-cv-01962-CL

Plaintiff,

DEFENDANTS SISKIYOU CASCADE  
RESOURCES, LLC AND JOEL  
CASWELL'S ANSWER, AFFIRMATIVE  
DEFENSES, AND COUNTERCLAIM TO  
THE PLAINTIFF PACCAR FINANCIAL  
CORP'S COMPLAINT

SISKIYOU CASCADE RESOURCES, LLC, an Oregon LLC, CASWELL THOMPSON LLC, an Oregon LLC, and JOEL CASWELL, and individual.

#### **Defendants.**

Defendant Siskiyou Cascade Resources, LLC, and Joel Caswell respond to the PACCAR plaintiff's allegations stated in their complaint as set forth below. References to paragraphs in this Answer are references to numbered paragraphs in the Complaint.

1. Defendants lack the knowledge sufficient to admit or deny the allegations specific to the named plaintiff in paragraph 1.1.
  2. Defendants deny the allegations of paragraphs 1.2, 1.3, 1.4, 1.5, and 1.6.
  3. Defendants admit the allegations of paragraphs 2.1 and 2.2.

4. Defendants admit that Siskiyou Cascade Resources, LLC agreed to lease four commercial vehicles from PACCAR. Defendants deny that description of the vehicles in paragraph 2.3 is the description listed in the lease agreements. Defendants deny that the term of each lease was sixty (60) months.

5. Defendants admit the allegations of paragraph 2.4, and 2.5.

6. Defendants deny the allegations of paragraph 2.6, 2.7, and 2.8.

7. Defendants lack the knowledge sufficient to admit or deny the allegations specific to the UCC-1 filing in paragraph 2.9. Defendant Siskiyou Cascade Resources, LLC leased the equipment described in the UCC-1 filing from Caswell Thompson LLC.

8. Defendants lack the knowledge sufficient to admit or deny the allegations in paragraph 2.10.

9. Defendants deny the allegations of paragraph 2.11

10. In response to paragraph 2.12, Defendants admit the following: At all times subsequent to PACCAR's desire to sell the equipment described in the lease agreements between PACCAR and Siskiyou Cascade Resources, LLC; Defendants have actively supported that sale. Defendants believe that the value of the equipment leased from PACCAR is in excess of the amounts remaining payable to PACCAR under the lease agreement.

**RESPONSE TO THE PLAINTIFF'S FIRST CLAIM FOR RELIEF**

## Breach of Contract (against Defendants Siskiyou Cascade and Caswell)

11. Defendants reallege and incorporate the preceding paragraphs.

12. Defendants deny the allegations of paragraph 3.1.

1       13. In response to paragraph 3.2, Defendant Siskiyou Cascade Resources, LLC admits  
2                  that it failed to make payments when due. Defendant Joel Caswell has not had the  
3                  opportunity, nor has it been requested that he make the payments as guarantor.

4       14. Defendants individually and collectively deny the allegations of paragraph 3.3. If  
5                  Plaintiff PACCAR had been damaged, any amount could not be reasonably  
6                  determined until the equipment described in the lease agreement between Siskiyou  
7                  Cascade Resources, LLC and PACCAR has been sold. Based on information and  
8                  belief, no part of that equipment has been sold by PACCAR.

10                  **RESPONSE TO THE PLAINTIF'S SECOND CLAIM FOR RELIEF**

11                  **Uniform Fraudulent Transfer Act (Against all Defendants)**

12       15. Defendants reallege and incorporate the preceding paragraphs.  
13  
14       16. Defendants deny the allegations of paragraphs 3.4, 3.5, and 3.6. Prior to being held  
15                  by Caswell Thompson LLC, the security interest in the equipment described in the  
16                  UCC-1 filing was held by Rogue Credit Union.

17  
18                  **GENERAL RESPONSES**

19       17. Any factual allegations requiring a response, and not specifically admitted, are  
20                  denied.  
21  
22       18. Defendant Siskiyou Cascade Resources, LLC at all times cooperated with PACCAR  
23                  as Siskiyou Cascade Resources, LLC attempted to terminate the leases and/or  
24                  negotiate other terms. PACCAR acted with the utmost duplicity and  
25                  unprofessionalism.

1                   **OTHER DEFENSES AND AFFIRMATIVE DEFENSES**

2                   **FIRST DEFENSE**

3                   **(Failure to State a Claim)**

- 4                   19. Plaintiff's complaint fails to state claims upon which relief can be granted.  
5  
6                   20. Plaintiff PACCAR has not provided any evidence whatsoever for its claim for  
7                   damages in the principle amount of \$241,843.57.

8                   **SECOND DEFENSE**

9                   **(Lack of Jurisdiction)**

- 10                  21. Plaintiff PACCAR has not provided any evidence whatsoever for its claim for  
11                  damages in the principle amount of \$241,843.57. There is no reasonable likelihood  
12                  that any disputed amounts could be in excess of \$75,000 therefore the court does not  
13                  have jurisdiction under 28 USC 1332.

14                  **THIRD DEFENSE**

15                  **(Unclean Hands)**

- 16                  22. Plaintiff PACCAR has repeatedly acted in bad faith with duplicity and  
17                  unprofessionalism. These acts were perpetrated by various individuals including  
18                  attorneys acting on behalf of PACCAR. Plaintiff cannot now complain about  
19                  purported acts in the same transaction or proceeding relating to the process.

20                  **COUNTERCLAIM**

21                  **(Attorney Fees; 42 USC 1988(b) and the Court's Inherent Power)**

1       23. The Supreme Court has established a high hurdle for prevailing defendants to clear  
2       before being awarded attorney's fees under 42 USC 1988, but that hurdle is not  
3       insurmountable. When a plaintiff and their attorney file a lawsuit with claims that are  
4       without foundation and lacking any objectively reasonable basis, defendants are  
5       entitled to recover attorney fees from the plaintiff. And, under the court's inherent  
6       power, the court may find that the plaintiff's counsel's actions warrant the defendants  
7       to recover those fees from the plaintiff's counsel in the alternative. This is such a  
8       case.

10      24. Specifically, at least the following allegations in the plaintiff's complaint are  
11       frivolous, unreasonable, and lacking any objectively reasonable foundation (*see*  
12       Complaint, paragraph 3.3, 3.5, 3.6, 4.1, 4.2, 4.3)

- 14       a. The allegation that the Plaintiff has damages in the principle amount of  
15       \$241,843.57.
- 16       b. The allegation that the acts of the Defendants constitute violations of the  
17       Uniform Fraudulent Transfer Act.
- 18       c. The allegation that the Plaintiff is entitled to an order declaring the UCC-1  
19       filing as void.
- 20       d. The allegation that the Plaintiff is entitled to prejudgment attachment of the  
21       “Trailers”.
- 22       e. The Plaintiff's request for Injunctive relief prohibiting transfers or  
23       encumbrances.
- 24       f. The Plaintiff's request for Levy and execution on the Trailers and other assets.

1 g. The Plaintiff's request for a judgment against Defendant Caswell Thompson  
2 LLC.

3 25. Plaintiff's claims are frivolous, unreasonable, and without foundation.

4 26. Defendants has incurred and will continue to incur reasonable attorney's fees to  
5 defend this matter. Defendants individually or collectively are entitled to recover  
6 reasonable attorney fees from the plaintiff, or in the alternative, from plaintiff's  
7 counsel.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, having fully answered the plaintiff's complaint, defendants pray  
10 as follows:

- 11 1. That the court dismiss plaintiff's complaint;  
12 2. That the court enter judgement in favor of the defendants;  
13 3. That defendants recover their attorney fees, costs, and disbursements incurred  
14 herein; and  
15 4. That defendants be granted such other and further relief as the court deems  
16 just and equitable.

17 DATED this 26<sup>th</sup> day of December, 2019

18  
19 SISKIYOU CASCADE RESOURCES,  
20 LLC

21  
22  
23  
24  
25  
26   
JOEL CASWELL, CEO  
1610 Riverside Ave  
Box 4, Suite 214  
Medford, OR 97501  
(541) 951-5065

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DEFENDANTS SISKIYOU CASCADE RESOURCES, LLC AND JOEL CASWELL'S ANSWER,  
AFFIRMATIVE DEFENSES, AND COUNTERCLAIM TO THE PLAINTIFF PACCAR FINANCIAL  
CORP'S COMPLAINT

1  
2                   CERTIFICATE OF SERVICE  
3

4 I hereby certify that on the 26th day of December, 2019, I served a true copy of the foregoing  
5 defendants' answer, affirmative defenses, and counterclaim on:

6                   Joseph A. Grube  
7                   Breneman Grube Orehoski, PLCC  
8                   1200 Fifth Avenue, Suite 625  
9                   Seattle, WA 98101  
10                  *Of Attorneys for Plaintiff PACCAR Financial Services, Corp*

11                 /////  
12                 /////  
13

14                 **CM/ECF system transmission.**

15                 **E-mail** As required by Local Rule 5.2, any interrogatories, requests for  
16                 production, or request for admission were e-mailed in Word or WordPerfect  
17                 format, not in PDF, unless otherwise agreed to by the parties.

18                 **Facsimile communication device.**

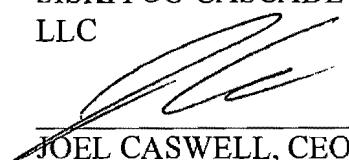
19                 **X First-class mail, postage prepaid.**

20                 **Hand-delivery.**

21                 **Overnight courier, delivery prepaid.**

22                 DATED this 26th day of December 2019.  
23

24                 SISKIYOU CASCADE RESOURCES,  
25                 LLC

26                   
JOEL CASWELL, CEO